

ZB# 75-25

AGL Welding Supply Co.

(no SBL given)

AGL WELDING SUPPLY COMPANY #75-25
(Sign Variance)

Penelope Rapp

Public Hearing
8:30 - Sept. 8, 1975.

Hearing Notice to
Appear by Aug. 27th.
(Sign Variance.)

All fees paid.

Sent to OCLD
on 8/26/75.

Amfile
AMBERG FILE AND INDEX CO.

5921 T3

GENERAL RECEIPT

2539

Town of New Windsor, N. Y.

Received of Senelon Properties - File 75-25 Aug. 27, 1975
Twenty-five and $\frac{00}{100}$ Dollars
 For Vareau's Application

DISTRIBUTION

FUND	CODE	AMOUNT

BY Pauline Townsend
Deputy Town Clerk
 TITLE

WILLIAMSON LAW BOOK CO., ROCHESTER, N. Y. 14609



Distributor

- Industrial • Specialty
 - Medical • Cryogenics
- GASES**

(914) 564-2900



Kilde



AGL Newcon Welding Supply Co.

RICHARD MARCINIAK
 Branch Manager

Union Ave at Meadow Hill
 P O Box 447
 Newburgh, New York 12550

28A -
75-25

555 Union Avenue
New Windsor, N. Y.
August 23, 1977

AGL Welding Supply Co., Inc.
Fenelon Building
600 Route 46 - Corner Hazel Street
Clifton, N. J. 07015

Attn: Mr. John F. Darcy, President

RE: EXTENSION OF VARIANCES #75-16 and #75-25
FENELONE PROPERTIES INC.

Dear Mr. Darcy:

This will confirm that your request for an extension of the above variances has been honored through April of 1979. This action was taken at the August 15, 1977 meeting of the Zoning Board of Appeals.

If I can be of any further assistance, please do not hesitate to call.

Very truly yours,

PATRICIA RAZANSKY, Secretary

/pr

cc: Mr. Richard Marciniak
AGL Welding Supply Co., Inc.

Chairman - - Town Planning Board

Town Building/Zoning Inspector

ZBA - Agenda 8/15/77
④

AGL Welding Supply Co., Inc.

Fenelon Building
600 Route 46 Corner Hazel St.
Clifton, N.J. 07015 (201) 478-5000

August 9, 1977

Zoning Board of Appeals
Town of New Windsor
New Windsor, New York 12550

Re: Extension of Variances #75-16
and #75-25, FENELON PROPERTIES,
INC.

Gentlemen:

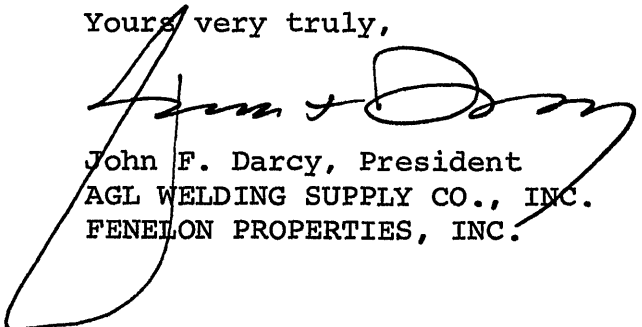
The Zoning Board granted the cited variances to Fenelon Properties on our Union Avenue property in 1975. In March of this year, we requested an extension of the variances until October 22, 1977, to permit the variances to run for the same term as the site plan approval. As you know, we had originally planned to commence construction in the spring or summer of 1977.

In the meantime, we have terminated contractual relations with our principal gas supplier for irreconcilable business differences. We had been leasing bulk gas storage facilities for our customers from this supplier. The contract termination caused a simultaneous termination of the leases on the bulk storage tanks, necessitating the expenditure of thousands of dollars to replace the storage tanks. This capital had originally been allocated to building construction.

This adjustment to our capital allocation will delay our building plans for approximately eighteen (18) months. We, therefore, respectfully request an extension of the variances until April of 1979.

Thank you for your courtesy and cooperation.

Yours very truly,


John F. Darcy, President
AGL WELDING SUPPLY CO., INC.
FENELON PROPERTIES, INC.

JFD:iw

AGL Welding -
#75-16 Y
#75-25

555 Union Avenue
New Windsor, N. Y. 12550
March 22, 1977

John F. Darcy, Esq.
Orbe and Nugent
40 West Ridgewood Avenue
Ridgewood, N. J. 07450

RE: REQUESTED EXTENSION OF VARIANCES - #75-16 and #75-25
FENELON PROPERTIES, INC.

Dear Mr. Darcy:

Kindly be advised that the New Windsor Zoning Board of Appeals have
voted unanimously to extend the above variances until October 22,
1977.

Very truly yours,

PATRICIA RAZANSKY, Secretary

/pr

cc: Mr. Richard Marciniak
% AGL Welding Supply
Union Avenue
New Windsor, N. Y. 12550

Howard Collett, Bldg./Zoning Inspector
Town of New Windsor

Henry Van Leeuwen, Chairman
New Windsor Planning Board

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR

In the Matter of the Application of

FENELON PROPERTIES, INC.

DECISION GRANTING
SIGN AREA VARIANCE

WHEREAS FENELON PROPERTIES, INC. of 600 Route 46, Corner of Hazel Street, Clifton, New Jersey, have made application for a variance from the provisions of New Windsor Local Law, Section 3.2 of the Table of Use Regulations, Column D for an OLI zone, to permit variation on a sign; and

WHEREAS a Public Hearing on the application was held by the Zoning Board of Appeals at the Town Hall, 555 Union Avenue, New Windsor, New York on the 8th day of September, 1975 after due publication in The Evening News and due notice to residents and businesses within 500 feet of the subject premises by certified mail; and

WHEREAS the owner of the building and the proprietor of the business known as "AGL Welding" having appeared at the public hearing together with John Darcy, Esq., attorney for FENELON PROPERTIES, INC., and pictures of the proposed sign having been presented by Mr. Darcy, and no opposition having appeared;

NOW THEREFORE the Zoning Board of Appeals of the Town of New Windsor makes the following findings of fact in this matter:

1. The signs are in good taste and not offensive to the area.
2. The business is located on a fast moving highway and a sign is needed for identification purposes since the operation is a new one in the Town of New Windsor.
3. The proposed variance is for 116 feet of sign and is not inconsistent with the OLI permitted signs located in the area.

The Zoning Board of Appeals of the Town of New Windsor makes the following determinations of law in this matter:

1. The variance sought is not substantial in relation to the allowed sign size in the OLI zone under the Zoning Local Laws; and
2. The effect of the variance if allowed on the population and available government facilities would be nil; and
3. No substantial change in the character of the neighborhood would result nor would there be a substantial detriment to the adjoining properties.
4. The difficulty with respect to advertising of the business cannot be obviated by some other method feasible for the applicant to pursue, other than a variance.
5. The interests of justice would be served by allowing the variance.

AND THEREFORE BE IT RESOLVED that the Zoning Board of Appeals of the Town of New Windsor determines that the applicant meets the practical difficulty test for a Zoning Variance under the New York State Law and the Zoning Board of Appeals awards the variance as sought.

BE IT FURTHER RESOLVED that a copy of the decision be forwarded to the applicant corporation, Town Clerk, and Town Planning Board.


THEODORE JARGSTORF, Chairman

Dated: October 6, 1975.

555 Union Avenue
New Windsor, N.Y. 12550
October 7, 1975

John F. Darcy, Esq.
Orbe and Nugent
40 West Ridgewood Avenue
Ridgewood, N. J. 07450

RE: APPLICATION FOR SIGN VARIANCE - FENELON PROPERTIES, INC.

Dear Mr. Darcy:

Enclosed please find copy of formal decision of the Zoning Board
of Appeals which was adopted at their meeting held on October 6,
1975.

Yours truly,

PATRICIA DELIO, Secretary

/pd

cc: Fenelon Properties, Inc.
600 Route 46
Clifton, N. J.

Enclosure

555 Union Avenue
New Windsor, N.Y. 12550
September 26, 1975

John F. Darcy, Esq.
Orbe and Nugent
40 West Ridgewood Avenue
Ridgewood, N. J. 07450

RE: APPLICATION #75-25 of FENELON PROPERTIES, INC.
Your File No. 5017-D

Dear Mr. Darcy:

Kindly be advised that the above application for a sign variance
of 116 sq. ft. was granted by the New Windsor Zoning Board of
Appeals at their meeting on Monday evening, September 22, 1975.
A copy of the formal decision will follow when it has been adopted
by the Board at their next meeting.

Very truly yours,

PATRICIA DELIO, Secretary
New Windsor Zoning Bd. of Appeals

/pd

cc: Howard Collett, Bldg. Inspector
Town of New Windsor

Joseph Loscalzo, Chairman - Town Planning Board

Richard Marciniak, Branch Manager
AGL Newcon Welding Supply Co.
Union Ave. at Meadow Hill - P. O. Box 447
Newburgh, N. Y. 12550

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

*Official
copy*

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

#75-25
(Number)

August 12, 1975
(Date)

I. Applicant information:

- (a) Fenelon Properties, Inc., 600 Route 46, Clifton, N.J.
(Name, address and phone of Applicant) (201) 478-5000
- (b) Adolfo Garcia, 1 Parr Circle, Newburgh, N.Y.
(Name, address and phone of ~~XXXXXXXXXXXXXXXXXXXX~~
owner
- (c) John F. Darcy, 40 W. Ridgewood Ave., Ridgewood, N.J.
(Name, address and phone of attorney) (201) 445-6722
- (d) James O'Neil
(Name, address and phone of broker)

II. Application type:

- ☐ Use variance
- ☐ Area variance
- ☒ Sign variance
- ☐ Special permit

III. Property information:

- (a) OLI Union Avenue, New Windsor approx. 238x185
(Zone) (Address) (M B L) (Lot size)
- (b) What other zones lie within 500 ft.? None
- (c) Is a pending sale or lease subject to ZBA approval of this application? Yes
- (d) When was property purchased by present owner? _____
- (e) Has property been subdivided previously? _____ When? _____
- (f) Has property been subject of variance or special permit previously? Yes When? 7/75

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

#75-25
(Number)

August 12, 1975
(Date)

I. Applicant information:

- (a) Fenelon Properties, Inc., 600 Route 46, Clifton, N.J.
(Name, address and phone of Applicant) (201) 478-5000
- (b) Adolfo Garcia, 1 Parr Circle, Newburgh, N.Y.
(Name, address and phone of ~~XXXXXXXXXXXXXXXXXXXX~~
owner
- (c) John F. Darcy, 40 W. Ridgewood Ave., Ridgewood, N.J.
(Name, address and phone of attorney) (201) 445-6722
- (d) James O'Neil
(Name, address and phone of broker)

II. Application type:

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- ☐ Area variance
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(Zone) (Address) (M B L) (Lot size)
- (b) What other zones lie within 500 ft.? None
- (c) Is a pending sale or lease subject to ZBA approval of this application? Yes
- (d) When was property purchased by present owner? _____
- (e) Has property been subdivided previously? _____ When? _____
- (f) Has property been subject of variance or special permit previously? Yes When? 7/75
- (g) Has an order-to-remedy violation been issued against the property by the Zoning Inspector? No. If so, when _____
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail. No

☐ IV. Use variance:

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____, to allow

(Describe proposed use)

- (b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

☐ V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yard _____	_____	_____
Reqd. Side Yards <u>/</u>	<u>/</u>	<u>/</u>
Reqd. Rear Yard _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Development Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____

* Residential districts only

** Non-residential districts only

(Describe proposed use)

- (b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.



V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yard _____	_____	_____
Reqd. Side Yards <u>/</u>	<u>/</u>	<u>/</u>
Reqd. Rear Yard _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Development Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____

* Residential districts only

** Non-residential districts only

☐ VII. Special Permit:

- (a) Special permit requested under New Windsor Zoning Local Law, Section _____, Table _____, Column _____.
- (b) Describe in detail the use and structures proposed for the special permit.

☐ VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

☒ IX. Attachments required:

- ☒ Copy of letter of referral from Building and Zoning Inspector.
- ☒ Copy of contract of sale, lease or franchise agreement.
- ☐ Copy of tax map showing adjacent properties
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- ☒ Copy(ies) of sign(s) with dimensions.
- ☒ Check in amount of \$ 25.00 payable to Town of New Windsor.

Photos of existing premises which show all present signs and landscaping

- (b) Describe in detail the use and structures proposed for the special permit.



VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)



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- ☒ Copy of contract of sale, lease or franchise agreement.
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- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- ☒ Copy(ies) of sign(s) with dimensions.
- ☒ Check in amount of \$ 25.00 payable to Town of New Windsor.
- Photos of existing premises which show all present signs and landscaping.
- All photos must be 8" x 10" or be mounted on 8 1/2" x 11" paper.
- ☐ Other

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also set forth any efforts you have made to alleviate the difficulty other than this application.



VI.

Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section 3.2, Table of use , Column D Regulations

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	<u>4'x5'</u>	<u>6'x8' (2 sided)</u>	<u>76</u>
Sign 2	<u> </u>	<u>6'x8' (2 sided)</u>	<u>96</u>
Sign 3	<u> </u>	<u>2'x20'</u>	<u>40</u>
Sign 4	<u> </u>	<u> </u>	<u> </u>
Sign 5	<u> </u>	<u> </u>	<u> </u>
<hr/>			
Total	<u>20</u> sq.ft.	<u>232</u> sq.ft.	<u>212</u> sq.ft.

(29' high)
~~XXXXXXXXXX~~

116' variance

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

- #1 6'x8' two-sided self-illuminated free standing sign, bottom of sign 12' above finished grade (A G L Welding Supply). To be located at front of property on Union Avenue
- ~~#2 6'x8' two-sided self-illuminated free standing sign, bottom of sign 12 feet above roof level (A G L Welding Supply). To be located on southwesterly corner of roof of building~~
- #3 2'x20' sign on roof of building at roof level facing Union Avenue (A G L Welding Supply).

deleted as per letter 9/16/15

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?
None other than those presently being applied for.



VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section 3.2, Table of use , Column D Regulations

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	<u>4'x5'</u>	<u>6'x8' (2 sided)</u>	<u>76</u>
Sign 2	<u> </u>	<u>6'x8' (2 sided)</u>	<u>96</u>
Sign 3	<u> </u>	<u>2'x20'</u>	<u>40</u>
Sign 4	<u> </u>	<u> </u>	<u> </u>
Sign 5	<u> </u>	<u> </u>	<u> </u>
<hr/>			
Total	<u>20</u> sq.ft.	<u>232</u> sq.ft.	<u>212</u> sq.ft.

(29' high)
~~116' variance~~

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

#1 6'x8' two-sided self-illuminated free standing sign, bottom of sign 12' above finished grade (A G L Welding Supply). To be located at front of property on Union Avenue

#2 ~~6'x8' two-sided self-illuminated free standing sign, bottom of sign 12 feet above roof level (A G L Welding Supply). To be located on southwesterly corner of roof of building~~ deleted as per letter 9/10/18.

#3 2'x20' sign on roof of building at roof level facing Union Avenue (A G L Welding Supply).

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?
None other than those presently being applied for.

(Official Use Only)

X. AFFIDAVIT.

Date August 25, 1975

JERSEY
STATE OF NEW ~~YORK~~
) SS.:
COUNTY OF ~~ORANGE~~

The Undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

William J. Ross
(Applicant)

Sworn to before me this

26th day of August, 1975.

Elvie Duck
Notary Public

XI. ZBA Action:

- (a) Public Hearing date 9/8/75 *Adjourned until next meeting. Applicant will submit other sign variance.*
- (b) Variance is _____
- (c) Special Permit is _____
- (c) Conditions and safeguards 9/22/75 Application
Amended by letter of John Darcy, Esq.
Att. for Fenelon Prop., dated - Sept. 10, 1975.

STATE OF NEW JERSEY)
) SS.:
COUNTY OF ~~MONMOUTH~~)

The Undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

William J. Carr
(Applicant)

Sworn to before me this
26th day of August, 1975.

Elmer D. Heck
Notary Public

XI. ZBA Action:

- (a) Public Hearing date 9/8/75 *adjourned until next meeting. Applicant will resubmit other sign variance.*
- (b) Variance is _____
- (c) Special Permit is _____
- (c) Conditions and safeguards 9/22/75 Application
Amended by letter of John Darcy, Esq.
Atty. for Tenelon Prop., dated - Sept. 10, 1975.
- _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY RESO-
LUTION OF ZONING BOARD OF APPEALS.

OCTAVIUS A ORBE
ALFRED S NUGENT, JR
RONALD G COLLINS
JOHN F DARCY
JOHN F WHITTEAKER

ORBE AND NUGENT
COUNSELLORS AT LAW
40 WEST RIDGEWOOD AVENUE
RIDGEWOOD, N. J 07450
TEL 445-6722
AREA CODE 201

August 25, 1975

Patricia Delio, Secretary
New Windsor Zoning Board of Appeals
Town Hall
555 Union Avenue
New Windsor, New York 12550

Re: Fenelon Properties, Inc.
Our File No. 5017-D

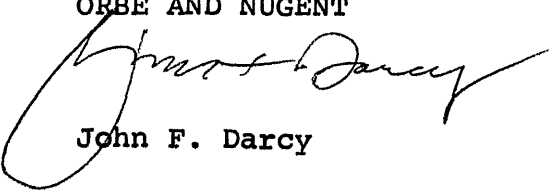
Dear Ms. Delio:

I am enclosing herewith for submission to the Zoning Board of Appeals the following documents in support of our application for a sign variance on behalf of Fenelon Properties, Inc., the prospective owner of the premises under a contingent contract of sale. Fenelon Properties in turn would contemplate leasing the premises to A G L Welding Supply Company.

- 3 copies of application for variance;
- 1 copy of contingent contract of sale;
- 1 copy of lay out of the proposed signs with dimensions;
- 1 copy of two pages of a site plan showing the location of the signs circled in red;
- 1 copy of the notice to property owners which is being served by certified mail as required;
- 2 checks, each in the amount of \$25.00, payable as follows:
 - Town of New Windsor for application fee;
 - Patricia Delio, Secretary, Zoning Board of Appeals, hearing fee;
- 1 copy of list of adjacent property owners from the Tax Assessor.

Very truly yours,

ORBE AND NUGENT


John F. Darcy

JFD:gl

8:30 Public Hearing.

7 Nelson Properties.
(Sign Variance)

Frances Horni - 91 Merline Ave N.W.

Anne Carlstrom 106 Merline Ave N.W.

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the
Town of New Windsor, New York will hold a public hearing pursuant
to Section 48-33 A of the Zoning Ordinance on the following proposition:

being a Variance ~~Conditional Use Permit~~ _____,
TABLE OF USE REGULATIONS - Column D
Section 3.2 -/_____, for property owned by him situated
as follows: location on the west side of Union Avenue
Town of New Windsor, N. Y.

THEODORE JARGSTORF,
Chairman



1768

OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

Chairman
Ellsworth E. Weyant
555 Union Avenue
New Windsor, New York 12550
(914) 565-8808

✓ Mobil Oil Corp.
688 White Plains Road
Scarsdale, New York 10583

✓ Cicchetti, O. Edward
✓ Divoti, Primo
✓ Panella, Emilio
34 Baltsas Road
Newburgh, New York 12550

✓ Maroney, James
813-817 Union Avenue
New Windsor, New York 12550

✓ Golden, Edward Leon
C/O David Goldin & Son
46 William Street
Newburgh, New York 12550

✓ Union Avenue Ent. Inc.
P.O. Box 87
Newburgh, New York 12550

✓ Schaffner, Frank & Anna
MD#29 Route 207
New Windsor, New York 12550

✓ New York State Thruway
Albany, New York

✓ City of Newburgh
C/O City Comptroller
City Hall
Newburgh, New York 12550

Patsalos, James Z.
P.O. Box 2175
Newburgh, New York 12550

Respectfully submitted,

ELLSWORTH E. WEYANT
Sole Assessor
New Windsor

7 Franklin Avenue
New Windsor, N. Y.
September 1, 1975

Joseph Loscalzo, Chairman
New Windsor Planning Board
555 Union Avenue
New Windsor, N. Y. 12550

RE: PUBLIC HEARINGS SCHEDULED FOR SEPTEMBER 8, 1975

Dear Mr. Loscalzo:

Kindly be advised that the following public hearings are scheduled for Monday evening, September 8, 1975 before the Zoning Board of Appeals:

8:00 p.m. - Application of Ronald Moses

8:15 p.m. - Application of Isadore Gibber (sign variance)

8:30 p.m. - Application of Fenelon Properties (sign variance)

I have enclosed herewith copies of the above applications together with public hearing notices.

Very truly yours,

PATRICIA DELIO, Secretary

/pd

Encs.

cc: Howard Collett, Bldg. Inspector
Town of New Windsor

This Agreement,

Made and dated this 28th day of July

in the year One thousand nine hundred and seventy-five

~~xxxxxxx~~
BETWEEN ADOLFO GARCIA, residing at 1 Parr Circle, Town of Newburgh,
Orange County, New York

hereinafter described as the seller, and FENELON PROPERTIES INC., with an office for
the transaction of business at 600 Route 46, Corner Hazel St., Clifton,
New Jersey

hereinafter described as the purchaser,

WITNESSETH:

THAT the seller agrees to sell and convey, and the purchaser agrees to purchase:

ALL that certain plot, piece or parcel of land situate, lying and
being in the Town of New Windsor, County of Orange, State of New York,
and being more accurately bounded and described as follows:

BEGINNING at a point on the westerly line of Union Avenue, said
point of beginning being located North 29° 06' 50" East 500.0 feet
from the intersection of the westerly line of Union Avenue with the
northerly right of way line of New Route 207; thence from said point
of beginning and through lands of James Patsalos, North 60° 55' 45"
West 181.17 feet to a point, said point being in the easterly right
of way line of New York State Thruway; thence along the easterly
right of way line of New York State Thruway North 20° 10' 40" East
41.12 feet to a concrete highway monument; thence still along the
easterly right of way line of New York State Thruway, North 20° 18'
25" East 199.80 feet to a point, said point being the southwesterly
corner of lands now or formerly of James Patsalos; thence along said
southerly line of said lands, South 60° 55' 45" East 217.96 feet to
a point in the westerly right of way line of Union Avenue; thence
along the westerly right of way line of Union Avenue on the remaining
courses and distances South 29° 04' 15" West 228.28 feet to a point;
thence South 29° 06' 50" West 9.82 feet to the point of beginning.
Containing 1.09 acres more or less, and as the premises are depicted
on the attached survey of Eustance & Horowitz dated June 2, 1969.

~~xxxxxxx~~
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~~southwesterly~~ ~~corner~~ ~~of~~ ~~lands~~ ~~now~~ ~~or~~ ~~formerly~~ ~~of~~ ~~James~~ ~~Patsalos~~ ~~thence~~

in the year One thousand nine hundred and seventy-five

~~xxxxxxx~~
BETWEEN ADOLFO GARCIA, /residing at 1 Parr Circle, Town of Newburgh,
Orange County, New York

hereinafter described as the seller, and FENELON PROPERTIES INC., with an office for
the transaction of business at 600 Route 46, Corner Hazel St., Clifton,
New Jersey

hereinafter described as the purchaser,

WITNESSETH:

THAT the seller agrees to sell and convey, and the purchaser agrees to purchase:

ALL that certain plot, piece or parcel of land situate, lying and
being in the Town of New Windsor, County of Orange, State of New York,
and being more accurately bounded and described as follows:

BEGINNING at a point on the westerly line of Union Avenue, said
point of beginning being located North 29° 06' 50" East 500.0 feet
from the intersection of the westerly line of Union Avenue with the
northerly right of way line of New Route 207; thence from said point
of beginning and through lands of James Patsalos, North 60° 55' 45"
West 181.17 feet to a point, said point being in the easterly right
of way line of New York State Thruway; thence along the easterly
right of way line of New York State Thruway North 20° 10' 40" East
41.12 feet to a concrete highway monument; thence still along the
easterly right of way line of New York State Thruway, North 20° 18'
25" East 199.80 feet to a point, said point being the southwesterly
corner of lands now or formerly of James Patsalos; thence along said
southerly line of said lands, South 60° 55' 45" East 217.96 feet to
a point in the westerly right of way line of Union Avenue; thence
along the westerly right of way line of Union Avenue on the remaining
courses and distances South 29° 04' 15" West 228.28 feet to a point;
thence South 29° 06' 50" West 9.82 feet to the point of beginning.
Containing 1.09 acres more or less, and as the premises are depicted
on the attached survey of Eustance & Horowitz dated June 2, 1969.

~~EXCEPTING from the above described premises all that certain~~
~~lot of land known as the Town of New Windsor County of Orange~~
~~for highway purposes~~

SUBJECT to an easement of the New York Telephone Company and further
subject to utility easements, if any, of record.

BEING the same premises conveyed by James Z. Patsalos to Adolfo
Garcia by Deed dated June 1, 1973 and recorded in the Orange County
Clerk's Office on July 11, 1973 in Liber 1948 of Deeds at Page 410.

SUBJECT to such state of facts as an accurate survey and personal
inspection may reveal.

The deed shall be the usual Bargain & Sale w/cov. against grantor's acts deed in proper statutory short form for record, and shall contain the clause specified in Sub-division 5 of Section 13 of the Lien-Law. It shall be duly executed and acknowledged by the seller at the seller's expense, so as

in cash or certified check on the delivery of the deed as hereinafter provided;

ДОЖИЖИ

ආදායම් මට්ටම අනුව සමස්ත ජනගහනය බෙදා හැරීමේ ප්‍රතිශතය

महाराष्ट्र राज्य सरकार

REF WIKI AND PEOPLS, WIKI AND THE NEW YORK

РЕКРЕАЦИОННО-ТЕХНИЧЕСКОЕ РАВНОВЕСИЕ

Notes

[illegible]

✱ Conclusion

НЗК БНОВЗ НЗК БНОВЗ НЗК БНОВЗ НЗК БНОВЗ НЗК БНОВЗ НЗК БНОВЗ

merger in the same manner as the

1. **THE STATE OF TEXAS, COUNTY OF DALLAS, ss. I, _____, Clerk of the County Court, do hereby certify that the within and foregoing is a true and correct copy of the original of the same as the same appears from the records of the County Court of the County of Dallas, State of Texas.**

xpeK 2018 6/27 xpeK 2019 6/27 paym kls

Itmes praxchaseren zuguesen; si muerdichsel yz fimaldomiuge sthes kesserichitome xofx sthins
 agx 2000000; x xox muerden apprdichitome xox sthes fionax xofx theen bix zedox fionichitug
 fionpaxoxz xox az bionidlingx paxnatz xox cionstaxox xox xtypez xofx paxnatsesx xiesi ned
 bix xthex praxchaseren xipomz xhes aboxer xhes xiboxdz paxnatsesx; x fionoxid x az bionidling
 paxnatz x bion xionidich bionmuerden xofx xthex xionidich xthex aboxer xhes xiboxdz paxnatsesx;
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[illegible]

All sums paid on account of this contract, and the reasonable expense of the examination of the title to said premises are hereby made liens thereon, but such liens shall not continue after default by the Purchaser under this contract.

ТЛЕЗУЗУАНТКОШАНУНДРОЖЕКАКОНУНУНАНДРОЖЕКАНЕНОУФСЕЖЕКАРОЖЕКАРЖАНУНА

[illegible][illegible]

The deed shall be the usual Bargain & Sale w/cov. against grantor's acts, deed in proper statutory short form for record, and shall contain the clause specified in Sub-division 5 of Section 13 of the Lien-Law. It shall be duly executed and acknowledged by the seller, at the seller's expense, so as to convey to the purchaser the fee simple of said premises, free of all encumbrances, except as herein stated.

ИЗДАНИЕ В ПОСЛЕДНЕЙ РЕДАКЦИИ

~~THE WORKINGMAN'S PARTY OF THE UNITED STATES OF AMERICA HAS BEEN ORGANIZED IN THE CITY OF NEW YORK~~

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840.

RIDER ANNEXED TO AND MADE A PART OF
AGREEMENT DATED July 28, 1975
BETWEEN ADOLFO GARCIA, [REDACTED], SELLER,
AND FENELON PROPERTIES, INC., PURCHASER

The parties hereto covenant and agree each with the other as follows:

VARIANCES

It is understood by the parties hereto that the premises proposed to be conveyed pursuant to this agreement are presently zoned for Office and Light Industry use and that Purchaser's proposed use of the premises as a site for the erection of a welding supply distributorship is a permitted use.

Consummation of this agreement, however, is contingent upon complete governmental approval of the use, structure, layout and design of the premises as set forth on the attached sketch and sheet of explanatory notes (each dated July 24, 1975) which show requirements for the following variances, inter alia: Lot area size, front yard (set back), side yard, floor area ratio, building height, sign size and height and number of signs. Such approval shall also include approval of the gas bulk storage facilities as shown on the sketch.

SITE PLAN

Consummation of this agreement is contingent upon the ability of the Purchaser to obtain from the Town of New Windsor site plan approval for the construction, structure layout and design of the proposed development of the premises as set forth on the attached sketch and explanatory notes, each dated July 24, 1975.

Purchaser agrees to make prompt application for the variance through the Seller. Purchaser further agrees to make prompt application for site plan approval upon grant of the variances.

SOIL BORINGS

Consummation of this agreement is further contingent upon the Purchaser being able to obtain soil borings and engineering tests of the property satisfactory for the construction of the proposed building as shown on the attached sketch dated July 24, 1975. Such soil borings and engineering tests shall be performed and conducted in such a manner to cause a minimum of disturbance of the earth and soil and upon completion of the aforesaid tests the earth and soil shall be returned to the condition existing prior thereto. Such soil borings and engineering tests shall be conducted by the purchaser within ten days from August 11, 1975, the scheduled date for the Zoning Board of Appeals public hearing.

ESCROW

Pending satisfaction of the contingencies as set forth in this contract, the deposit money shall be held in escrow by Seller's attorney. In the event that the contingencies are satisfied without any appeal having been filed within the time permitted by law, Seller's attorney may pay over the deposit to the Seller. In the event that the contingencies are not satisfied, the deposit money shall be refunded to Purchaser upon demand.

DATE OF CLOSING

Anything hereinabove contained to the contrary notwithstanding, it is understood and agreed that the closing of title and payment of the purchase price herein provided shall not take place and Purchaser shall be under no obligation to take title and pay such purchase price unless and until ten days shall have elapsed following the date upon which the said site plan and variances shall have ceased to be appealable without any appeal having been filed, to the end that Purchaser shall be enabled to use and enjoy the premises which are the subject of this agreement as the site for the erection of the welding supply structure as hereinabove provided.

QJ.
Seller owns no property not included in this sale which is contiguous with the premises herein described, and ~~which would require a subdivision of the premises being conveyed and said premises are served by municipal sewer lines and water lines.~~ are available to said premises.

To Seller's knowledge, there have been no improvements made on or to the premises which will result in the imposition of any additional real estate tax assessment after the closing of title, except such improvements as may be made by purchaser.

To Seller's knowledge, no public improvement work has been or is about to be performed which will result in the imposition of an assessment against the premises in the future, and there are no assessments presently affecting the premises which will not be payable in whole or in part until after the closing.

If at the time for the delivery of the deed, the premises or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments of which the first installment is then due or has been paid, then for the purposes of this contract all the unpaid installments of any such assessment, including those which are to become due and payable after the delivery of the deed, shall be deemed to be due and payable and to be liens upon the premises affected thereby and shall be paid and discharged by the Seller thereof, upon the delivery of the deed. Unconfirmed improvements or assessments, if any, shall be paid and allowed by the Seller on account of the purchase price, if the improvement or work has been completed on or before closing of title.

Q. J.
S. J.
Seller is now the owner of the premises herein described, and, to the best of his knowledge, said premises are free of all liens and encumbrances other than lien of taxes for the year 1975, which are currently paid, and except as hereinabove set forth.

All provisions of this Contract, if any, requiring Purchaser to take title to the subject premises, subject to covenants, restrictions, easements, and reservations of record, are hereby modified to the effect that Purchaser shall only be required to take such title if such provisions do not contain any clauses providing for forfeiture or reversion of title or options of any kind, ~~and provided that all the presently existing encumbrances are not in violation of the terms of such provisions,~~ and such provisions do not prohibit the use and occupancy of said premises for the purposes set forth in this contract.

Title to be conveyed shall be marketable and insurable, at regular rates, by any reputable title insurance company licensed to do business in the State of New York.

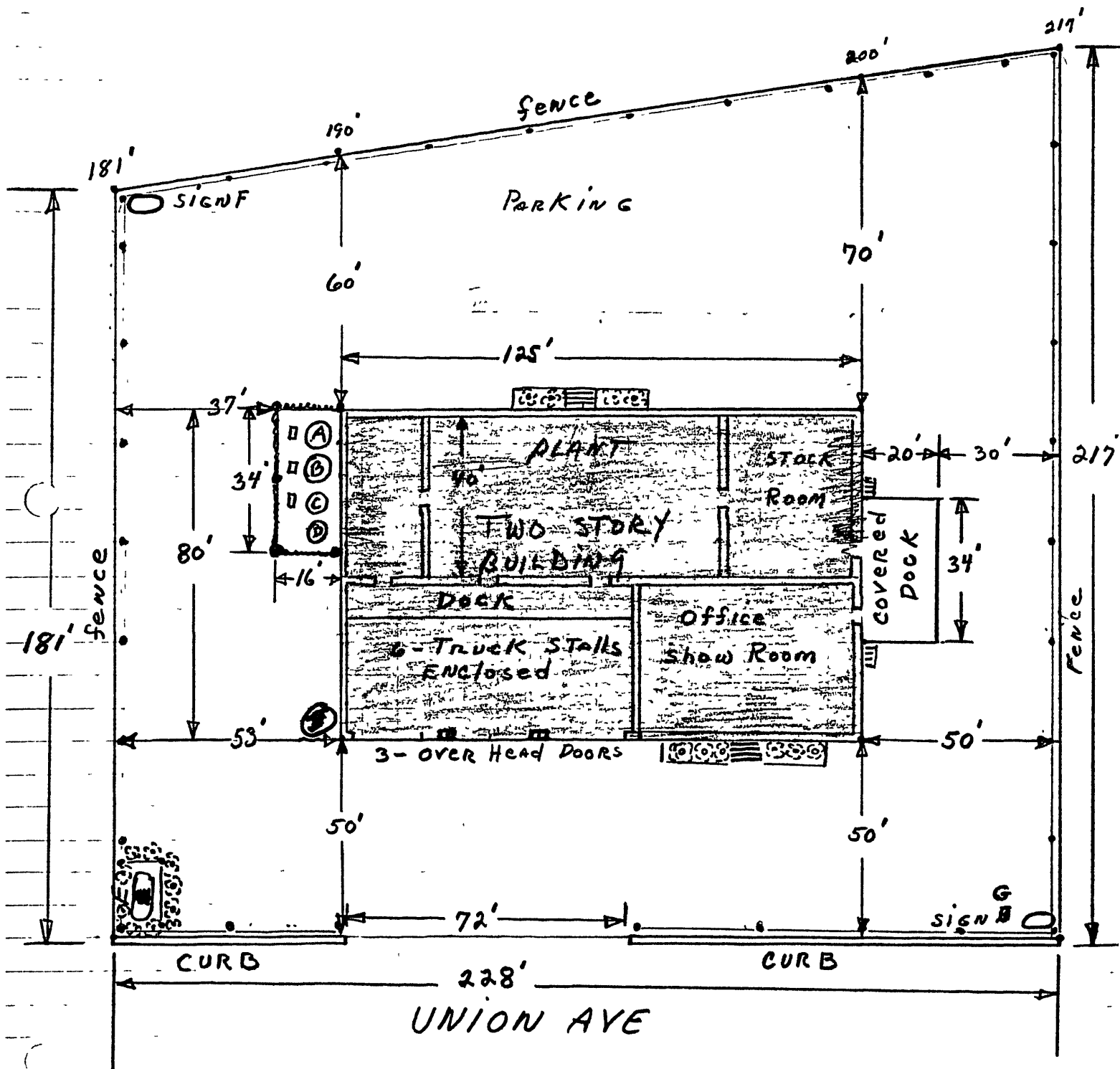
All notices required to be served in writing shall be by mail, addressed to the parties hereto at their respective addresses set forth above, unless the parties shall designate another address to which such written notices shall be sent.

In all references herein to any parties, person, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Mary Ellen Day
Asst. Secretary

FENELON PROPERTIES, INC.

William J. K... (L.S.)
Adolf Garcia (L.S.)
(L.S.)
(L.S.)



A BULK OXYGEN STORAGE TANK TL 6000 HEIGHT 25'-9"
DIAMETER 96" GALLONS 6022 WORKING PRESSURE 77 PSI

B BULK NITROGEN STORAGE TANK TL 6000 HEIGHT 25'-9"
DIAMETER 96" GALLONS 6022 WORKING PRESSURE 77 PSI

C BULK ARGON STORAGE TANK TL 3000 HEIGHT 15'-11"
DIAMETER 96" GALLONS 3133 WORKING PRESSURE 83 PSI

D CARBON DIOXIDE STORAGE TANK 12.5 TONS LENGTH 32'-6"
WITH 6' HEIGHT 6'-4" WORKING PRESSURE 363 PSI

E BULK PROPANE STORAGE TANK 19,000 GALLONS 32'-8" LONG
DIAMETER 11' WORKING PRESSURE 250 P.S.I.

F SIGN FREE STANDING, SELF ILLUMINATING 3'x6'
DUAL FACED, TOP OF SIGN 16' ABOVE GROUND

G SIGN, FREE STANDING, SELF ILLUMINATING 3'x6', DUAL FACED,
TOP OF SIGN 30' ABOVE GROUND.

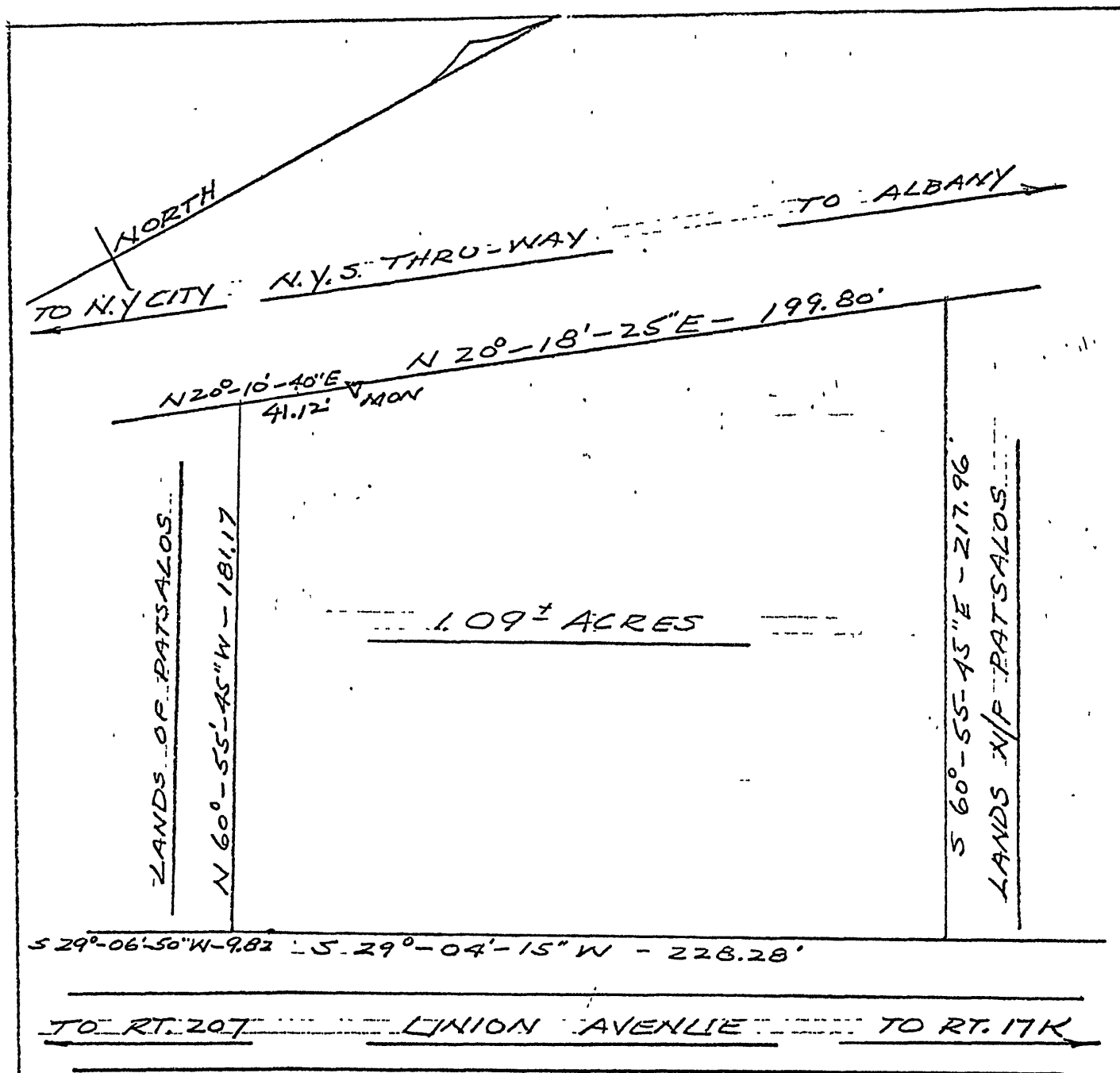
H SIGN ON ROOF OF BUILDING, SELF ILLUMINATING,
3'x16', 28' ABOVE FINISHED GRADE

J. GASOLINE PUMP.

—•— INDICATES FENCE 6' CHAIN LINK

⊙ INDICATES SHRUBS

NOTE ENTIRE AREA AROUND BUILDING PAVED



SURVEY
PORTION LANDS OF
ADOIFED GARCIA

~~NORTH~~
TO N.Y. CITY. N.Y.S. THRU-WAY. TO ALBANY

N 20°-10'-40"E
41.12' MON N 20°-18'-25"E - 199.80'

LANDS OF PATSALOS

N 60°-55'-45"W - 181.17

1.09[±] ACRES

S 60°-55'-45"E - 217.96'

LANDS N/P PATSALOS

S 29°-06'-50"W - 9.82 S 29°-04'-15"W - 228.28'

TO RT. 207 UNION AVENUE TO RT. 17K

SURVEY

PORTION LANDS OF
ADOLFO GARCIA

TOWN OF NEW WINDSOR

SCALE - 1" = 50'

ORANGE CO. N.Y.

JUNE 2, 1969

EUSTANCE & HOROWITZ, ENGRS
CIRCLEVILLE, N.Y. 10919

All buildings on the premises are represented as owned by the seller and are included in the sale. All plumbing, heating, lighting fixtures (except portable lamps and stoves), shades, screens, blinds, awnings, shrubbery and plants are also included in the sale.

Rents, taxes, water rates, interest on mortgages and fire insurance premiums, if any, are to be apportioned.

If there be a water meter on the premises, the seller shall furnish a reading to a date not more than thirty days prior to the time herein set for closing title, and the unfixed meter charge for the intervening time shall be apportioned on the basis of such last meter reading.

All sums paid on account of this contract, and the reasonable expense of the examination of the title to said premises, are hereby made liens thereon, but such liens shall not continue after default by the purchaser under this contract.

The risk of loss or damage to said premises by fire until the delivery of the deed, is assumed by the seller.

The premises above described are sold subject to building and zoning ordinances and restrictions of record, if any.

And it is further agreed that title shall be closed and the Deed and an adequate Affidavit of Title will be delivered and received on September 1, 1975 at 2:00 p.m. at the office of Pano Z. Patsalos, 395 Ann St., Newburgh, N. Y.

The stipulations herein are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

The seller ^{/and purchaser} agrees ~~that~~ James S. O'Neill ^{/seller} brought about this sale and agrees to pay the broker's commission ~~of~~ pursuant to separate agreement, when, as, and if title closes. ~~By: [Signature]~~

IN WITNESS WHEREOF, the parties hereto have set their hands and seals (or caused these presents to be subscribed by a duly authorized officer and its corporate seal affixed) the day and year first above written.

IN PRESENCE OF
Marshall C. Day

FENELON PROPERTIES INC.
By: [Signature] L.S.

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^{/seller}
brought about this sale and agrees to pay the broker's commission ~~of~~ pursuant to separate agreement, when, as, and if title closes.

~~By Mary S. O'Neill~~

IN WITNESS WHEREOF, the parties hereto have set their hands and seals (or caused these presents to be subscribed by a duly authorized officer and its corporate seal affixed) the day and year first above written.

IN PRESENCE OF
Mary Ellen Day
Asst Secy

FENELON PROPERTIES INC
By: William J. K... L.S.
Adolfo Garcia L.S.
ADOLFO GARCIA L.S.
L.S.
L.S.

$$\left. \begin{array}{l} \text{---} \\ \text{---} \\ \text{---} \end{array} \right\} \text{ss.:}$$

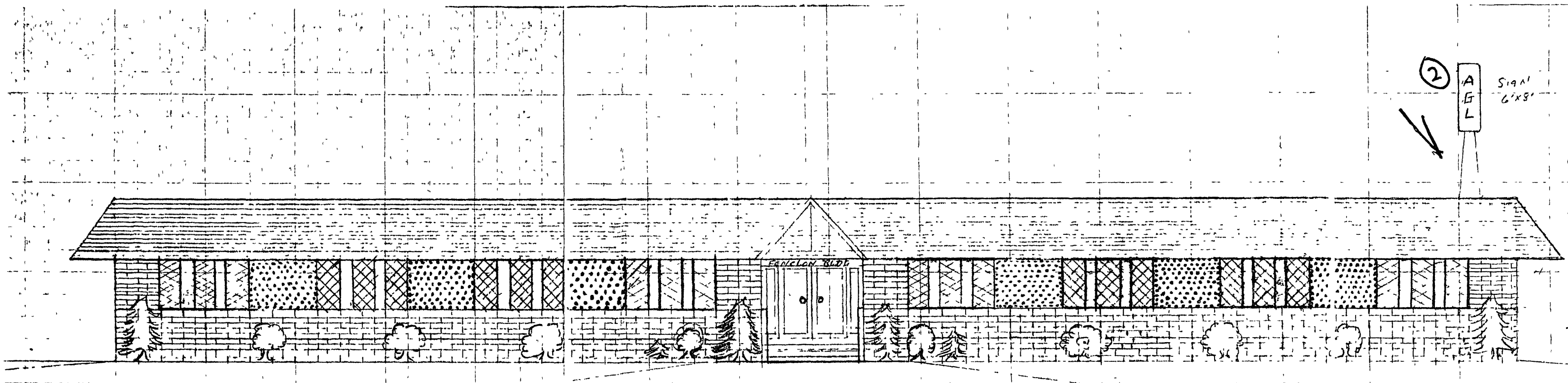
to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same.

$$\left. \begin{array}{l} \text{ss.:} \end{array} \right\}$$

the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of _____ of said corporation; and that he signed his name thereto by like order.

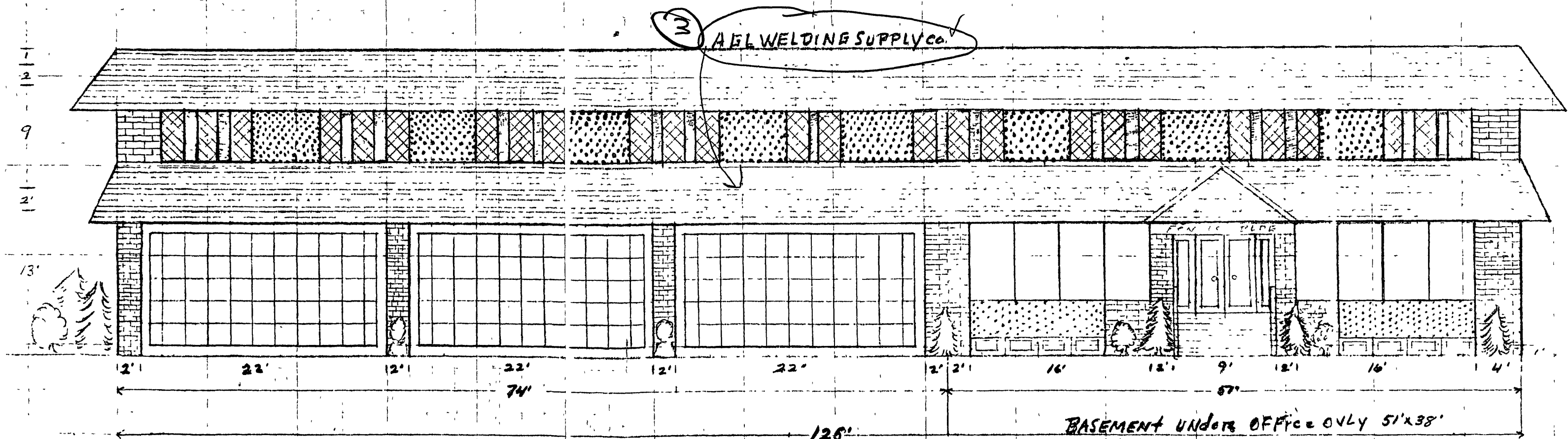
Should be prepared with money or a certified check drawn to his own order. The check may be certified for an approximate amount and money may be provided for the balance of the settlement.

61



Back of Bldg.

②
A
E
L
5'9" x 6'8"



③
A E L WELDING SUPPLY CO.

2' 22' 2' 22' 12' 22' 2' 2' 16' 12' 9' 12' 16' 4'
74' 57' 126' BASEMENT UNDER OFFICE ONLY 51' x 38'

UNION AVE VIEW

